

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2020-207-T - ORDER NO. 2020-772  
DECEMBER 22, 2020

IN RE: Application of Salt Marsh Ventures, LLC	)	ORDER APPROVING
d/b/a Two Men and a Truck of Beaufort for	)	TARIFF AMENDMENTS
Approval to Amend Its Tariff (See Docket	)	
No. 2017-374-T)	)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort (“Salt Marsh” or the “Company”) filed with the Commission on August 25, 2020. By its application, the Company seeks approval of the following amendments to its tariff: (1) an increase in hourly rates; and (2) changes in certain terms and conditions in Section 3 of the Company’s tariff.

**I. FACTS AND PROCEDURAL HISTORY**

Salt Marsh was granted authority to transport household goods in South Carolina by Commission Order No. 2018-134, issued March 2, 2018, in Docket No. 2017-374-T. As a result of this authority, the Company was granted a Class E HHG Certificate of Public Convenience and Necessity (PSC/ORS Certificate No. 9844) on March 5, 2018, under which the Company currently operates.

Salt Marsh has an approved tariff on file with the Commission. The current rates of Salt Marsh and the proposed rates in its Revised Amended Tariff filed on October 30, 2020 are as follows:

Description of Rate	Current Rate	Proposed Rate
<b>• Hourly Rates – Weekdays (Monday – Thursday)</b>		
One Mover, Residential	\$ 75/hour	\$105/hour
Two Movers, Residential	\$105/hour	\$120/hour
Three Movers, Residential	\$130/hour	\$150/hour
Additional Movers	\$25/hour	\$40/hour
Additional Truck	N/A	\$50/hour
<b>• Hourly Rates – Weekends (Friday, Saturday and Sunday)</b>		
One Mover, Residential	\$90/hour	\$115/hour
Two Movers, Residential	\$115/hour	\$130/hour
Three Movers, Residential	\$140/hour	\$150/hour
Additional Movers	\$30/hour	\$45/hour
Additional Truck	Billed at the rates above	\$50/hour

Salt Marsh also proposes to make changes to certain terms and conditions relative to full replacement coverage, among other things, under Section 3 of its tariff.

By letter dated September 1, 2020, the Clerk’s Office of the Commission instructed Salt Marsh to publish, one time, a Notice of Filing (the “Notice”) in newspapers of general circulation. The Notice provided information regarding the nature of the proceeding and advised any person wishing to participate as a party of record to file a Petition to Intervene on or before October 7, 2020. The Company was required to publish the Notice on or before September 16, 2020, and provide proof of publication no later than October 7, 2020. The Company filed its Affidavit of Publication on September 28, 2020. No person or party intervened nor were any objections received by the Commission.

On October 13, 2020, Salt Marsh filed a Revised Tariff with the Commission as was requested by the South Carolina Office of Regulatory Staff (“ORS”), wherein the Company clarified the hourly rates to be charged for moves on both weekdays and a weekend. Thereafter, on October 30, 2020, the Company filed an Amended Revised Tariff,

as instructed by Commission Directive Order No. 2020-722, making a correction to the spelling of the Company's name on the proposed tariff and clarifying the hotel fee charge.

The ORS, a party of record pursuant to S.C. Code Ann. § 58-4-10(B) (Supp. 2019), completed a review of the proposed tariff and filed its Impact Study with the Commission on October 15, 2020. ORS's Impact Study revealed that Salt Marsh was in compliance with the Commission's rules and regulations at its compliance review on September 16, 2020. Furthermore, ORS advises that Salt Marsh is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Salt Marsh to the South Carolina Tariff Bureau's ("SCTB") rates, it appears that some of the rates are above the SCTB rates while others are below, where a comparison rate is available.

## **II. LAW**

The Commission is authorized to fix or approve just and reasonable motor vehicle carrier rates. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012). A motor vehicle carrier cannot begin operations until the Commission approves its rates, fares, and charges or any changes to its rates, fares, and charges. S.C. Code Ann. Regs. 103-130 (2012).

In addition to regulating just and reasonable rates, the Commission also prohibits rate discrimination. Undue preference is not permitted. S.C. Code Ann. Regs. 103-197 (2012). No motor carrier can give unreasonable preference, unjust discrimination, or undue

or unreasonable prejudice or disadvantage to any "person, port, gateway, locality, or description of traffic." *Id.*

Similarly, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission. S.C. Code Ann. Regs. 103-198 (2012). This principle is generally known as the filed-rate doctrine. Under this doctrine, a regulated entity is prohibited from charging rates for its services other than those properly filed with the appropriate regulatory authority. 64 Am. Jur. 2d *Public Utilities* § 62 (August 2020).<sup>1</sup>

The filed rate doctrine specifies that a filed tariff has the effect of law governing the relationship between the [regulated entity] and its customers, operates across the spectrum of regulated [entities], and applies where state law creates a state agency and a statutory scheme pursuant to which the state agency determines reasonable rates. The doctrine thereby ensures that the governing regulatory body determines the reasonableness of the utility's rates and prevents discrimination in prices among customers receiving the same service.

*Id.* "The filed-rate doctrine serves to provide predictability and certainty to enable [...] customers to make decisions according to the rates as approved and the cost of what they are receiving." *Id.* It recognizes that the regulated entity has the freedom to set fair rates but serves to prevent customer discrimination. *Id.*

### III. DISCUSSION

In the present case, Salt Marsh seeks approval of the following amendments to its tariff: (1) an increase in hourly rates; and (2) changes in certain terms and conditions in Section 3 of the Company's Tariff. The proposed increase in hourly rates shows rates

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<sup>1</sup> See also 5 S.C. Jur. *Carriers* § 15 (September 2020).

within the range of rates of the South Carolina Tariff Bureau, with some proposed charges being lower and some higher. The rates are not discriminatory. The Revised Amended Tariff lists rates for both weekday and weekend moves. The change to Section 3 of the tariff make changes to certain terms and conditions relative to full replacement coverage, among other things, These changes are reasonable. The Company is in compliance with all applicable Commission Rules and Regulations and has had no complaints lodged against it.

#### **IV. FINDINGS OF FACT**

1. Salt Marsh proposes approval of amendments to its Amended Revised Tariff with regard to an increase in hourly rates, and changes in certain terms and conditions in Section 3 of the Company's Tariff.

2. The amendments to the hourly rates are within a reasonable range as illustrated by the South Carolina Tariff Bureau, with some being lower and some being higher.

3. The amendment with regard to Section 3 of the Tariff makes changes to certain terms and conditions relative to full replacement coverage, among other things.

#### **V. CONCLUSIONS OF LAW**

1. The amendments to the hourly rates are just and reasonable and non-discriminatory.

2. The Amendment to Section 3 of the Tariff related to full replacement coverage, among other things, is reasonable.

3. The changes proposed by Salt Marsh should be approved by this Commission as filed and the Amended Revised Tariff as filed by the Company should be approved.

## **VI. ORDERING PROVISIONS**

1. The Application of Salt Marsh Ventures, LLC to amend its Tariff is granted.
2. The proposed amendments to the hourly rates and the amendment with regard to Section 3 of the Tariff are hereby approved, and the Amended Revised Tariff is approved. A copy of the Amended Revised Tariff is attached as Order Exhibit No. 1.
3. This Order shall remain in full force and effect until further Order of the Commission.



A handwritten signature in blue ink, reading "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chairman  
Public Service Commission of  
South Carolina

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck Beaufort  
South Carolina Household Goods Tariff

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**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

# Salt Marsh Ventures, LLC d/b/a Two Men and a Truck Beaufort South Carolina Household Goods Tariff

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## Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Two Men and a truck of Beaufort. These services are furnished between points and places in South Carolina.

# Salt Marsh Ventures, LLC d/b/a Two Men and a Truck Beaufort South Carolina Household Goods Tariff

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## SECTION 1

### 1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

#### 1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Two Men and a Truck of Beaufort office location back to the office once they have unloaded at the customers’ new home.

#### **Hourly Rates — Weekdays (Monday — Thursday)**

Hourly rate per one mover, residential -- \$105.00/hour

Hourly rate per two movers, residential-- \$120.00/hour

Hourly rate per three movers, residential -- \$150.00/hour

Additional movers: \$40.00/hour

Additional truck: \$50.00

#### **Hourly Rates — Weekends (Friday, Saturday and Sunday)**

Hourly rate per one mover, residential -- \$115.00/hour

Hourly rate per two movers, residential-- \$130.00/hour

Hourly rate per three movers, residential-- \$160.00/hour

Additional movers: \$45.00/hour

Additional truck: \$50.00

❖ The move will be charged the rate based on the starting date of the move.

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## **1.2 Minimum Hourly Charges**

Customers will be charged a two-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Salt Marsh Ventures will charge the applicable minimum.

## **SECTION 2**

### **2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff

#### **2.1 Bulky Article Charges (per item)**

##### **2.1.1 Tanning Beds**

To move a tanning bed, alone or along with other household goods, there is a flat charge of \$90.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two-hour minimum applies when moving a tanning bed, and additional time will be charged in fifteen-minute increments.

##### **2.1.2 Fire proof file cabinets and safes, floor model copiers**

To move these items alone or along with other household goods (first floor to first-floor only unless there is an elevator) is a flat charge of \$90.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving any of these items, and additional time will be charged in fifteen minute increments.

##### **2.1.3 Other Bulky Items**

Any bulky articles not listed above will be charged the same as the appropriate hourly rate.

##### **2.1.1 Right to Decline to Move Items**

Two Men and a Truck of Beaufort reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

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### **2.2 Piano Charges**

#### **2.2.1 Spinet, console or studio pianos:**

For moving a spinet, console, or studio piano, (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$90.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a spinet, console or studio piano, and additional time will be charged in fifteen-minute increments.

#### **2.2.2 Upright pianos (48 inches or taller)**

For moving an upright piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$120.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving an upright piano, and additional time will be charged in fifteen-minute increments.

#### **2.2.3 Baby grand pianos**

For moving a baby grand piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$150.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a baby grand piano, and additional time will be charged in fifteen-minute increments.

#### **2.2.4 Restrictions on Piano Moves**

All other types of pianos not listed in this Section 2.2 will be referred to piano movers.

### **2.3 Elevator or Stair Carry**

Two Men and a Truck of Beaufort does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

### **2.4 Excessive Distance or Long Carry Charges**

Two Men and a Truck of Beaufort does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate.

### **2.5 Pick Up and Delivery**

Two Men and a Truck of Beaufort does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

### **2.6 Packing and Unpacking**

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We do not charge an additional fee for packing and unpacking. The packing is the same rate as the hourly rate listed in section 1; plus the cost of packing materials and sales tax on the materials.

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

### **2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

### **2.8 Waiting Time**

Customers will be charged for waiting time the same as the appropriate hourly rate.

### **2.9 Fuel Surcharge**

The Company will charge a five percent (5%) fuel surcharge, computed on the total regulated charges assessed to the Company's customers.

### **2.10 Overnight Storage**

Overnight storage of a customer's items on a truck will be charged at a rate of \$200.00 per night.

### **2.11 Hotel Fee**

For moves within South Carolina totaling more than 150 miles one way and that requires an overnight stay due to DOT service hours, there will be a hotel fee of \$250.00 for two men or \$300.00 for three men per night.

### **2.12 Holding Fee**

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$300.00.

## **SECTION 3**

### **3.0 RULES AND REGULATIONS**

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the

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damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

### 3.1 Basic Valuation

This coverage is free with the customer move. Two Men and a Truck's maximum liability shall be \$0.60 per pound for the actual weight on any lost or damaged article or articles, if the shipment has been expressly released by you to such value per article. Under this option, a claim for any article that may be lost, destroyed or damaged while in the custody of Two Men and a Truck will be settled based upon the weight of the individual article multiplied by 60 cents. For example, damages to an item weighing 400 pounds would result in a maximum claim settlement of \$240. This value is often less than the actual value of your articles. Coverage for claims to structure to include but not limited to walls, floor coverings, and door frames are limited to \$150.00 per contract.

#### 3.0.1 Full Replacement Coverage

This coverage costs \$7.50 per \$1,000 of the declared total value of the goods. For example, if the total weight of your shipment is 8,000 pounds, then the total value of your entire shipment is established to be \$48,000 and the charge for that protection would be \$360. However, you have the right to declare that your shipment has a greater value and pay for that increased protection. If you declared the value of the same shipment to be \$56,000, then the charge for that protection would be \$420. With Full Replacement Coverage, the minimum value of the shipment will be \$6.00 times the weight of the shipment.

If items are lost, Two Men and a Truck will have the option to replace them with articles of like kind and quality, or paying the replacement costs as determined by current market value. If items are damaged, Two Men and a Truck will have the same options, plus the additional option of repairing the items or paying the repair cost. All damaged items that are either replaced or reimbursed at full-market value become the property of Two Men and a Truck. Coverage for claims to structure to include but not limited to walls, floor coverings, and door frames are limited to \$400.00 per contract.

### 3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, Two Men and a Truck of Beaufort must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site

If you discover damage after the move, call the office within 96 hours of your move.

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No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

### **3.3 Governing Publications**

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

### **3.4 Items of Particular Value**

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

### **3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Two Men and a Truck of Beaufort's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### **3.6 Delays**

Two Men and a Truck of Beaufort shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.